

**US Consulate General in Milan
General Services Office**

January 26, 2016

To: Prospective Offerors

**Subject: Contract Solicitation for a Maintenance and Make-ready Services
Solicitation number S-IT-520-16-R-0001**

Enclosed is a Request for Proposals (RFP) for routine facilities maintenance services, make ready services (minor maintenance and repair of residences), and emergency repair services. To submit a proposal:

- follow the instructions in Section L of the solicitation,
- complete the required portions of the attached document, and
- submit your proposal to the address shown on the Standard Form 1442 that follows this letter.

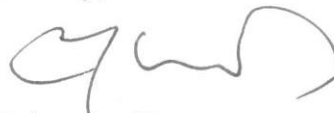
The U.S. Government intends to award a contract to the responsible company submitting an acceptable offer at the lowest price. We intend to award a contract based on initial proposals, without holding discussions. However, we may hold discussions with companies in the competitive range if there is a need to do so.

A pre-proposal conference and a site survey will be held on February 11, 2016, at 3:00pm. Interested companies must sign up for the conference by close of business (5:30pm) on February 9, 2016, by sending an email to MilanContracting@state.gov. All information and the conference itself will be given in English. All interested companies may only send one (1) representative to the pre-proposal conference and site survey and that representative must speak English.

Proposals are due by **February 19, 2016 at 5:30pm** local time. Proposals must be hardcopies sent as an original and two copies to:

*US Consulate General in Milan
General Services - Contracting Office
Via Principe Amedeo 2/10
Milan, Italy 20121*

Sincerely,



Christopher Dumm
Contracting Officer

Enclosure As Stated.

MODEL CONTRACT SECTION A

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
	S-IT-520-16-R-0001		01/26/2016	1 110
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.		
7. ISSUED BY US Consulate General in Milan General Services Office Via Principe Amedeo 2/10 Milan, Italy 20121	CODE	8. ADDRESS OFFER TO US Consulate General in Milan General Services - Contracting Office Via Principe Amedeo 2/10 Milan, Italy 20121		
9. FOR INFORMATION CALL:	a. NAME Contracting Officer	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) MilanContracting@state.gov		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

See attached solicitation

11. The contractor shall begin performance <u>10</u> calendar days and complete it within <u> </u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See <u> </u>).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>5:30pm</u> (hour) local time <u>02/19/2016</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>0</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)				
					16. REMITTANCE ADDRESS (Include only if different than Item 14.)				
CODE		FACILITY CODE							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)									
AMOUNTS									
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS									
<i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>									
AMENDMENT NO.									
DATE.									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED:									
22. AMOUNT					23. ACCOUNTING AND APPROPRIATION DATA				
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				
26. ADMINISTERED BY					27. PAYMENT WILL BE MADE BY				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31a. NAME OF CONTRACTING OFFICER (Type or print)				
30b. SIGNATURE			30c. DATE		31b. UNITED STATES OF AMERICA BY			31c. DATE	

STANDARD FORM 1442 (REV. 4-85) BACK

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The contractor shall provide personnel, supplies and equipment for routine facilities maintenance services, make-ready services for residences, and emergency repair services for US Consulate General Milan as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

An indefinite delivery/indefinite quantity type contract will be awarded for scheduled routine maintenance and make ready tasks, unscheduled work, and urgently needed/emergency repair services. For scheduled services, individual delivery orders will be issued using the fixed rates and unit measures identified below. The fixed rates for scheduled services shall include wages, overhead, general and administrative expenses, materials unless explicitly stated otherwise, and profit.

For unscheduled services, individual delivery orders will be issued using the fixed hourly rates identified below. The fixed hourly rates shall include wages, overhead, general and administrative expenses, and profit. Hours and labor categories for these delivery orders shall be negotiated into a firm-fixed-priced delivery order using the standards identified in the Prezziario delle Opere Edili (Building and Construction Work Price List) issued by the Camera di Commercio di Milano (Milan Chamber of Commerce). The actual amount of work to be performed, an estimate of the professional/technical effort required, the time of such performance, and the location of the property(ies) shall be authorized by delivery orders issued by the Contracting Officer.

Oral orders may be necessary for emergency services however they shall be issued in writing within three business days of the oral instructions. See Exhibit 2, Section J for sample of an Unscheduled Task Order.

The contract will be for a one-year period from the date of the contract award, with 1 (one) option year. For each effective year of the contract, the U.S. Government guarantees a minimum order of €30,000 Euros worth of services. The maximum amount of services ordered under each year of the contract will not exceed €110,000 Euros worth of services.

B.3 PRICES/COSTS

Scheduled Services

Scheduled services include both common facilities maintenance and make-ready tasks. The scope of work for each of these tasks is defined in this contract (see C.2 Standards and Detailed Specifications). The prices for scheduled services listed below shall include

all labor, materials, equipment, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit unless otherwise specified.

Unscheduled Services

Unscheduled services include minor facilities maintenance and make-ready tasks that are not captured within the scope of the scheduled services. The prices for unscheduled services are based upon fixed hourly rates and include the cost of furnishing all labor with required tools. Materials will be reimbursed. The prices listed below shall include all labor, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. The fixed hourly rates per labor category shall be used to establish firm fixed-price task orders. Each task order shall be issued in advance and priced by multiplying the hourly rates by the number of hours required. Regular hourly rates will be used when work is performed during normal working hours, as defined in C.1.3. Overtime hourly rates will be used when work is performed outside normal working hours.

Emergency Repair Services

The annual price for emergency repair services will provide for a maximum of 12 emergency calls for each labor category per year. Hourly rates for emergency repair services shall be issued and priced at the same rates as unscheduled services; however, work that is required beyond normal working hours or days (see F.8) and meet the definition of emergency services as defined in C.1.3 may use overtime rates as fixed below.

Materials and Equipment

For scheduled services, it shall be assumed unless explicitly stated otherwise, that the contractor shall provide all materials and equipment necessary to complete the task. Unless explicitly stated otherwise, the contractor shall not be reimbursed for the cost of the materials and equipment. For unscheduled services, it shall be assumed unless explicitly stated otherwise that the contractor shall be reimbursed for costs for any materials (with the exception of tools) ordered under the task order issued by the Government as further described in H.14. No profit shall be added to this material/equipment. All costs of materials/equipment shall be itemized on the invoice, such as purchase price of material/equipment, cost of transportation and cost of handling. Additionally, receipts for the purchase of the material/equipment shall be attached to the invoice and must correspond to the cost of materials/equipment as itemized on the invoice. All materials furnished by the contractor (reimbursable or not) is the property of the Government. Occasionally the Government may choose to purchase an item directly. If the Government purchases an item directly, the contractor shall pick up the material as specified by the COR, including from the Consulate or from the vendor.

VAT and Other Taxes

The United States Government is generally exempt from paying the Value Added Tax (VAT – also referred to as IVA) and other sales-related taxes. The Contracting officer will inform the contractor on a case by case basis if the Government's purchase of labor from the contractor or materials through the contractor are tax-exempt. For all instances in which the Government is exempt from VAT, the Contracting Officer shall provide the

contractor a copy of the exemption certificate issued by the Ministry of Foreign Affairs. When the Government is exempt from VAT, the contractor shall not charge the Government VAT for labor. Additionally, the contractor shall not charge the Government VAT for materials purchased under this contract (reimbursable or not). It is the responsibility of the contractor to settle its own tax liability for material purchases.

Unit of Measure

The tables in Section B.3 provide the pricing scheme for various services. Services should be priced for each unit of measure, with total estimated prices calculated by multiplying the unit price by the estimated frequency. It is necessary for the contractor to provide standard pricing, taking into account possible variations.

B.3.1 CURRENCY

All prices shall be in Euros.

B.3.2 BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

Scheduled Services – Maintenance and Make-ready Tasks

Cost of Materials included unless explicitly stated otherwise

See Section C.2 for detailed scopes of work.

Reference Number	Description of Service <i>See the reference number for a detailed scope of work for each service</i>	Unit of Issue	Estimated Amount	Price per Unit (Euros)	Total Est. Price (Euros)
MAJOR SYSTEMS					
B.3.2.1	Inspect and Service High Voltage Booth	Booth	2		
B.3.2.2	Full Inspection and Servicing of Generator	Generator	2		
B.3.2.3	Test and Cycle Generator	Generator	12		
B.3.2.4	Inspect and Service Chiller	Chiller	4		
ELECTRICAL					
B.3.2.5	Label breakers	Residential	Panel	25	
		Consulate	Panel	6	
B.3.2.6	Service Intercom System	Intercom	10		
B.3.2.7	Inspect Electrical System	Sq.meter	2000		
B.3.2.8	Install Light Fixture	Fixture	30		
B.3.2.9	Install Ceiling Fan	Fixture	6		
HVAC					
B.3.2.10	Service Split Unit AC	AC unit	100		
B.3.2.11	Service Residential Central AC	AC unit	10		
B.3.2.12	Balance Heating and Cooling	Sq.meter	1200		
B.3.2.13	Install Split Unit AC	AC unit	10		
PLUMBING AND GAS					
B.3.2.14	Service Tank Hot Water Heater	Heater	12		
B.3.2.15	Service Flash Hot Water Heater	Heater	10		
B.3.2.16	Inspect and Service Plumbing	Residential	Sq.meter	2000	
		Consulate	Bathroom	20	
B.3.2.17	Inspect and Service Gas Lines and Fixtures	Sq.meter	2000		
SMOKE AND FIRE					
B.3.2.18	Install Smoke and CO Detectors	Detector	20		
B.3.2.19	Change Batteries in Detectors	Detector	30		

B.3.2.20	Install Fire Extinguisher	Extinguisher	20		
B.3.2.21	Inspect and Clean Chimney Flue	Flue	5		
B.3.2.22	Inspect Consulate Fire Extinguishers	Extinguisher	80		
FLOORING					
B.3.2.23	Replace / Install Carpet	Sq.meter	600		
B.3.2.24	Replace Damaged Tiles	Tile	20		
B.3.2.25	Remove tile	Sq.meter	20		
B.3.2.26	Install Tile	Sq.meter	20		
PAINTING					
B.3.2.27	Prepare and Prime Walls and Ceilings	Sq.meter	1000		
B.3.2.28	Repair Damaged Walls	Sq.meter	250		
B.3.2.29	Paint Walls and Ceilings with 1 Coat	Sq.meter	5000		
B.3.2.30	Paint Trim	Lin.meter	750		
B.3.2.31	Paint Doors and Windows	Door/Window	50		
B.3.2.32	Paint Uneven / Unusual Surfaces	Sq.meter	50		
CLEANING					
B.3.2.33	Thorough Make-ready Cleaning	Sq.meter	1400		
B.3.2.34	Clean Curtains	drape	8		
OTHER					
B.3.2.35	Welcome Kit Delivery	Kit	10		
B.3.2.36	Inspect and Repair Windows and Doors	Door/Window	50		
B.3.2.37	Make-ready Repairs	Sq.meter	1000		
B.3.2.38	Disposal of Appliances/Bulky Items	truckload	12		

Total Estimated Price of Scheduled Services _____

Unscheduled Services*Price per hour of labor**Cost of Materials NOT included unless explicitly stated otherwise**See C.2.10 for more details*

Description of Service	Estimated Hours	Price per Hour (Euros)	Estimated Overtime Hours	Price per Hour (Euros)	Est. Price (Euros)
Licensed Electrician	150		25		
Electrician Helper	150		25		
Licensed Plumber	150		25		
Plumber Helper	50		10		
Licensed HVAC Technician	70		10		
HVAC Technician Helper	30		10		
Appliance Technician	40		10		
General Handyman	70		20		
Mason (Muratore)	40		10		
Mover / heavy laborer	100		20		

Description of Service	Estimated Days	Unit price per Day	Total Est. Price
Truck (in addition to laborer)	25		

Total Estimated Price of Unscheduled Services _____

Emergency Repair Services*Up to 12 Emergency Calls in Each Category**See C.2.11 for more details*

	Annual Flat Rate
Emergency Electrical Call	
Emergency Plumbing Call	
Emergency HVAC Call	

Total Estimated Price of Emergency Services _____

Total Est. Base Year Price (Scheduled + Unscheduled + Emergency) _____

B.3.3 OPTION YEAR PRICES

Scheduled Services – Maintenance and Make-ready Tasks

Cost of Materials included unless explicitly stated otherwise

See Section C.2 for detailed scopes of work.

Reference Number	Description of Service <i>See the reference number for a detailed scope of work for each service</i>	Unit of Issue	Estimated Amount	Price per Unit (Euros)	Total Est. Price (Euros)
MAJOR SYSTEMS					
B.3.3.1	Inspect and Service High Voltage Booth	Booth	2		
B.3.3.2	Full Inspection and Servicing of Generator	Generator	2		
B.3.3.3	Test and Cycle Generator	Generator	12		
B.3.3.4	Inspect and Service Chiller	Chiller	4		
ELECTRICAL					
B.3.3.5	Label breakers	Residential	Panel	25	
		Consulate	Panel	6	
B.3.3.6	Service Intercom System	Intercom	10		
B.3.3.7	Inspect Electrical System	Sq.meter	2000		
B.3.3.8	Install Light Fixture	Fixture	30		
B.3.3.9	Install Ceiling Fan	Fixture	6		
HVAC					
B.3.3.10	Service Split Unit AC	AC unit	100		
B.3.3.11	Service Residential Central AC	AC unit	10		
B.3.3.12	Balance Heating and Cooling	Sq.meter	1200		
B.3.3.13	Install Split Unit AC	AC unit	10		
PLUMBING AND GAS					
B.3.3.14	Service Tank Hot Water Heater	Heater	12		
B.3.3.15	Service Flash Hot Water Heater	Heater	10		
B.3.3.16	Inspect and Service Plumbing	Residential	Sq.meter	2000	
		Consulate	Bathroom	20	
B.3.3.17	Inspect and Service Gas Lines and Fixtures	Sq.meter	2000		
SMOKE AND FIRE					
B.3.3.18	Install Smoke and CO Detectors	Detector	20		
B.3.3.19	Change Batteries in Detectors	Detector	30		
B.3.3.20	Install Fire Extinguisher	Extinguisher	20		

B.3.3.21	Inspect and Clean Chimney Flue	Flue	5		
B.3.3.22	Inspect Consulate Fire Extinguishers	Extinguisher	80		
FLOORING					
B.3.3.23	Replace / Install Carpet	Sq.meter	600		
B.3.3.24	Replace Damaged Tiles	Tile	20		
B.3.3.25	Remove tile	Sq.meter	20		
B.3.3.26	Install Tile	Sq.meter	20		
PAINTING					
B.3.3.27	Prepare and Prime Walls and Ceilings	Sq.meter	1000		
B.3.3.28	Repair Damaged Walls	Sq.meter	250		
B.3.3.29	Paint Walls and Ceilings with 1 Coat	Sq.meter	5000		
B.3.3.30	Paint Trim	Lin.meter	750		
B.3.3.31	Paint Doors and Windows	Door/Window	50		
B.3.3.32	Paint Uneven / Unusual Surfaces	Sq.meter	50		
CLEANING					
B.3.3.33	Thorough Make-ready Cleaning	Sq.meter	1400		
B.3.3.34	Clean Curtains	drape	8		
OTHER					
B.3.3.35	Welcome Kit Delivery	Kit	10		
B.3.3.36	Inspect and Repair Windows and Doors	Door/Window	50		
B.3.3.37	Make-ready Repairs	Sq.meter	1000		
B.3.3.38	Disposal of Appliances/Bulky Items	truckload	12		

Total Estimated Price of Scheduled Services _____

Unscheduled Services*Price per hour of labor**Cost of Materials NOT included unless explicitly stated otherwise**See C.2.10 for more details*

Description of Service	Estimated Hours	Price per Hour (Euros)	Estimated Overtime Hours	Price per Hour (Euros)	Total Est. Price (Euros)
Licensed Electrician	150		25		
Electrician Helper	150		25		
Licensed Plumber	150		25		
Plumber Helper	50		10		
Licensed HVAC Technician	70		10		
HVAC Technician Helper	30		10		
Appliance Technician	40		10		
General Handyman	70		20		
Mason (Muratore)	40		10		
Mover / heavy laborer	100		20		

Description of Service	Estimated Days	Unit Price per Day	Total Est. Price
Truck (in addition to laborer)	25		

Total Estimated Price of Unscheduled Services _____

Emergency Repair Services*Up to 12 Emergency Calls in Each Category**See C.2.11 for more details*

	Annual Flat Rate
Emergency Electrical Call	
Emergency Plumbing Call	
Emergency HVAC Call	

Total Estimated Price of Emergency Services _____

Total Est. Option Year (Scheduled + Unscheduled + Emergency) _____

B.3.4 GRAND TOTAL PRICE FOR BASE YEAR PLUS ONE OPTION YEAR

Base Year Total: _____

Option Year Total: _____

Grand Total Price for all Years: _____

B.4 ORDERING –

(a) The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance."

(b) For scheduled services, the Government will submit to the Contractor a draft task order based upon the scope of work and prices specified for scheduled services in section B.3. The contractor shall respond with a price proposal within two (2) business days of receipt of the draft task order (sample shown in Exhibit 10, Section J). Upon acceptance by the CO, the proposal will become a task order.

(c) For unscheduled services, the Government will provide a draft task order with a defined scope of work and ask the Contractor to submit an Unscheduled Services Price proposal (sample shown in Exhibit 11, Section J) based upon the labor categories and number of hours to complete the work as specified for unscheduled services in section B.3 plus material and equipment. The contractor shall respond with a price proposal within two (2) business days of receipt of a draft scope of work. The Contracting Officer will negotiate and develop firm-fixed-priced delivery orders for each unscheduled service that needs to be performed. Upon acceptance by the CO, the proposal will become a task order.

(d) For emergency repair services, the Government will call the 24-hour phone number provided by the contractor. The scope of work and directions will be provided orally. The Contracting Officer will follow up with a task order within three (3) days defining the scope of work and the Contractor shall be paid according to the labor categories and hours as specified in section B.3.

(e) For an apartment make ready, the COR will schedule a walkthrough of the apartment with the contractor liaison or qualified assistant. The COR and the contractor liaison will review the Scheduled Services Price Proposal template (Exhibit 10, Section J) and mark all necessary services for that make ready. The checklist will form the basis for a task order for scheduled services pertaining to that make ready. If any unscheduled services are identified during the walkthrough, a price proposal as described in B.4(c) above will be submitted and negotiated.

(f) All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will confirm them in writing within three (3) days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the contractor shall survey the job site and verify the work required against the task, to determine if any discrepancies exist. The contractor shall be responsible for any errors that might have been avoided by such a survey/review. The contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting officer will issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 2. Task orders shall include:

- (a) Date of order
- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Indication as scheduled/unscheduled/emergency service
- (f) Scope of work-Maximum start date
- (g) Deadline for completion
- (h) Point of contact for questions

B.4.4 INITIATION AND COMPLETION DATE – The contractor shall initiate all scheduled and unscheduled services within two (2) days of receipt of a final task order or later if specified on the task order itself. The contractor shall complete all scheduled and unscheduled services by the deadline specified on the task order. For an apartment make-ready, the contractor shall complete all scheduled and unscheduled services within fourteen (14) calendar days of receipt of the task order or later if specified on the task order. The time periods specified above shall not begin until the contractor is afforded reasonable access to the work site.

The time periods specified above may be changed if mutually agreed to by the contractor and the Government in writing.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The US Consulate General in Milan requires a Combined Facilities Maintenance and Make-ready service contractor to perform task orders on US Government owned and leased properties. The contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 ENGLISH SPEAKING REPRESENTATIVE - The contractor shall designate a bi-lingual (English and Italian) representative who shall supervise the contractor's workforce and be the contractor's liaison with the Government. The designated liaison, or qualified assistant, shall be available by phone during normal working hours. If the contractor is performing work outside normal working hours, then the liaison, or qualified assistant, must be available by phone during the hours the work is performed.

C.1.2. PERSONNEL

The contractor shall be responsible for providing qualified technicians for each trade with relevant experience of more than 3 years for task orders issued under this contract. Helper positions do not need to meet the experience requirement. The Contractor may not send a helper as the sole individual to perform any for all electrical, plumbing, HVAC tasks, or any other task that requires a licensed technician. Helpers must be supervised by a licensed laborer. Personnel shall meet the minimum criteria for labor categories shown in Section B.3 as identified in Exhibit 12, Section J.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [April 1994], cited in I.1)

"Daily" means 5 days per week, on each non-holiday workday.

"Emergency Services" are task orders which require immediate attention. May involve working other than normal work day or hour as defined in F.8. Contractor required to respond to call within 4 hours and take action to minimize emergency situation.

"First echelon maintenance" includes inspection, cleaning, tightening, lubrication, and minor adjustments.

"General Instructions" mean those instructions, directives and guidelines that apply to all employee maintenance personnel.

"HVAC" means Heating Ventilation and Air Conditioning. All heating, cooling, and venting systems, including central air conditioning systems, split-unit air condition and heating units, forced air furnaces, radiators, and radiant floor heating.

“Make-ready Services” means preparation of residential units for occupancy, including all items in this contract.

“Overtime hours” – work done outside regular hours. This is work done before 8:00 am, after 6:00pm, on weekends, or on national holidays.

"Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

"PM" means Preventive Maintenance

"Routine Maintenance and Repair" includes the preservation in a sound state of real property and might include day-to-day electrical and plumbing work, and the purchase of maintenance stock.

“Regular Hours” are 8:00 am to 6:00 pm Monday through Friday on normal working days (national holidays not included).

"Scheduled Maintenance Services" Are pre-defined tasks with individual scopes of work included in this contract. They are fixed-price.

"Unscheduled Maintenance and Repair Services" includes minor maintenance and repair services which are not pre-defined in this contract. Prices are based on fixed hourly rates that are negotiated into a firm-fixed price task order on a case by case basis.

C.2 STANDARDS AND DETAILED SPECIFICATIONS

The Government generally follows the International Building Code (IBC). In cases where local code and the IBC code are in conflict, the stricter of the two shall apply. The Contractor is responsible for identifying and conforming with the applicable code. The contractor must follow all laws, local codes, and industry standards while performing work. If the Contractor discovers that a system currently installed in the Consulate offices or residences does not meet all laws, local codes, industry standards, or is otherwise unsafe, the Contractor must inform the Government immediately.

The Contractor shall always choose non-toxic materials when non-toxic options are available. When this is not possible, the Contractor must inform the Government in writing of the chemicals or other toxic materials to be used before they are brought to the job site.

The contractor must maintain an organized and clean job site. If dust or airborne debris is a possibility, the Contractor must cover floors and furniture, and seal off rooms with plastic to contain the dust and debris. Before leaving the job-site for the day, the Contractor must tidy the job-site, removing trash, cleaning spills, and otherwise clean the site. If the Contractor wishes to store material or equipment on-site, the Contractor must

request this in advance from the Government. When a job is finished, the contractor must thoroughly clean the job-site, leaving no trace of dust or debris.

The Contractor's employees or subcontractors must maintain professionalism in language and conduct while in Consulate offices or residences.

C.2.1 MAJOR SYSTEMS

C.2.1.1 Inspect and Service High Voltage Booth

Check transformers for any leaks and check if it is necessary to replace the salt. Check the responsiveness of alarm devices. Check and fasten screws with electrical wires. Clean high voltage bars and contacts (23.000 volts). Inspect, clean, and test breakers inside High Voltage both, the generator room, and inside riser rooms for each floor. Ensure that system complies with local codes and provide first echelon maintenance. Report any malfunctions to the COR (Contracting Officer Representative).

C.2.1.2 Full Inspection and Servicing of Generator

Includes both first and second level of maintenance. First level of maintenance is as follows; please follow in order that appears. Check engine crankcase oil level and fill to upper level. Check engine coolant level and fill to upper level. Inspect coolant line connections and hoses. Check/Clean dust collector cap. Check/Clean air cleaner element. Check/Clean all fuel filters. Drain sediment and water from day fuel tank. Check battery electrolyte. Check battery charger gauge. Check fan/alternator belt tension and wear. Check water heater radiator system. Check electrical connection on board panel. Check/clean generator windings. Check for overheating. Check for oil pressure. Check for water temperature. Check AC voltage for proper setting. Check RPM (Frequency) and adjust as needed. Record hour meter and readings of gauges. Check and record generator bearings temperature. Inspect water manifold and piping for leaks. Inspect oil manifold and piping for leaks. Check battery charger. Return all switches to auto position. Perform all first echelon maintenance and insure all parts meet local codes. Inspect, test, and clean generator breaker panel.

Second level of maintenance is as follows; please follow in order that appears. Replace air cleaner elements (Filters). Replace fuel filter. Adjust valve lash. Check shutoff / turn on controls in the presence of the Consulate technician. Check and clean battery connection. Check generator windings with megohmmeter and record reading for reference. Inspect coolant pump. Test under load in the presence of the COR or other Consulate technician. Test the operation of the transfer switch in the presence of the COR or other Consulate technician. Listen for bad bearing. Ensure there is no hazardous or flammable vapor sources near combustion equipment. Check that there are warning labels present in both English and Italian. If there is no warning label, one will be provided by the COR. Check that there is adequate clearance from the exhaust flue and equipment to the combustion materials. All inspections and maintenance included in first level of maintenance. Perform all first echelon maintenance and ensure all parts meet local codes.

Report on the register; Name, date, r.p.m., Voltage, amperes, engine temperatures, engine oil pressure, hours meter reading. Also, send a copy of the report to the COR including all the prior information and any malfunctions. This work must be done by an individual who is both a mechanic certified to work on this type of generator and who is a licensed electrician.

C.2.1.3 Test and Cycle Generator

Turn on generator on test mode and check to make sure the generator starts immediately and properly. Cycle the generator for 20 minutes. Monitor generator meters to ensure proper performance. Check oil levels. Check fuel levels. If needed, add fuel to bring it up to fuel line. Wipe down the generator and clean parts as needed. Perform first echelon maintenance. Create report and file it with the COR. This work must be performed by a licensed electrician certified to work on this type of generator.

C.2.1.4 Inspect and Service Chiller

Check the functioning of all parts, including electrical and mechanical. Clean all working parts, including electrical and mechanical. Test for correct functioning of the motor and all safety devices. Check glycol liquid and add or replace if necessary. Ensure that the system complies with local codes and provide first echelon maintenance. Report any malfunctions to the COR (Contracting Officer Representatives).

C.2.2 ELECTRICAL

C.2.2.1 Label Breakers

All circuits must be labeled in Italian and English. Inspect all breakers and identify all circuits. Label all circuits with numbers and provide a key with a description written in both languages (template will be provided). Laminate the key and attach to the electrical panel. This task is priced differently for residential panels and Consulate office panels.

C.2.2.2 Service Intercom System

Inspect intercom, including the Marines station, the consular windows, and residences as directed by the COR. Provide first echelon maintenance and report any malfunctions to the COR (Contracting Officer Representatives). This service to be provided by a technician familiar with these systems.

C.2.2.3 Inspect Electrical System

Inspect parts of the electrical system including breaker panels, electrical outlets, electrical lines, fuses, switches, lights, the electrical meter, installed appliances, feed line connections, and all other parts of the electrical system. Take a picture of electrical panels and outlets with a thermo scan camera to check for areas of overheating. Ensure all areas are in compliance with local codes and follow the checklist provided (see attachment). Please note that the checklist is subject to change. Test light fixtures, change light bulbs, and leave 2 of each type of light bulb in the apartment (cost of light bulbs will be reimbursed). Create a report citing deficiencies and properly functioning areas, including recommended kilowatt load. Provide first echelon maintenance including resetting circuit breakers or replacing fuses, fixing loose connections, replacing switches, etc.

C.2.2.4 Install Light Fixture

Procure and install light fixtures on ceilings and walls as instructed by the COR. Cost of light fixtures will be reimbursed and contractor shall provide all tools. Ensure light fixture and installation comply with local codes and report any malfunctions to the COR.

C.2.2.5 Install Ceiling Fan

Verify whether or not it is feasible to install the ceiling fan in the location designated. Procure and install the ceiling fan as instructed by COR. Anchorage shall be determined individually depending on the case. Wherever there is a rod for the fan it shall be securely attached to the chandelier hook. Cost of the ceiling fan will be reimbursed and contractor shall provide all tools. Ensure the ceiling fan complies with local codes and report any malfunctions to the COR.

C.2.3 HVAC

C.2.3.1 Service Split Unit AC

Inspect Freon levels and refill if needed. Check for leaks. Clean filter and if necessary dispose and replace filter (cost of new filter reimbursable). Inspect and test motor and condenser, cleaning and lubricating as needed. Inspect pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary. Inspect valves for restriction, leaks and other trouble symptoms, and adjust as necessary. Perform cleaning, washing and/or replacing of all air filters. The term "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used, and "replacing" where unwashable/throwaway filters are used. Ensure that unit cools properly and heats properly if applicable. Verify remote control communicates with the AC unit and replace the batteries. Ensure AC unit complies with local codes and submit a report of the functioning of the AC unit including any malfunctions. Conduct first echelon maintenance including retightening, caulking, lubricating, replacing and/or washing filters.

C.2.3.2 Service Residential Central AC

Inspect Freon levels and refill if needed. Check for leaks. Clean filter and if necessary dispose and replace filter (cost of new filter reimbursable). Inspect and test motor and condenser, cleaning and lubricating as needed. Inspect pumps for abnormal temperature, vibration, noise, and other trouble symptoms, and adjusting as necessary. Inspect valves for restriction, leaks and other trouble symptoms, and adjust as necessary. Perform cleaning, washing and/or replacing of all air filters. The term "cleaning" means "dusting" where unwashable filters are used, "washing", where washable filters are used, and "replacing" where unwashable/throwaway filters are used. Ensure that unit cools properly and heats properly if applicable. Check thermostat(s) and verify they communicate properly with the unit and are functioning correctly. Set temperature as requested by the COR. Verify remote control communicates with the AC unit and replace the batteries. Ensure AC unit complies with local codes and submit a report of the functioning of the AC unit including any malfunctions. Conduct first echelon

maintenance including retightening, caulking, lubricating, replacing and/or washing filters.

C.2.3.3 Balance Heating and Cooling

Contractor must bring temperature gauge. Survey the temperature in each room and the devices controlling the temperature, such as radiators or any other devices. Adjust heating controls (radiator valves etc.) to balance the temperature level in each room. Get the temperature close to what occupant wants, taking into account the system's capabilities and local laws/regulations. Use 18 to 22 degrees Celsius as a temperature reference for the winter. For the summer, use 21 to 25 degrees Celsius.

C.2.3.4 Install split-unit AC

This is a base price for the replacement or installation of a split-unit AC. If a specific installation requires work beyond the scope specified in this paragraph (e.g., new wiring or plumbing runs) then the base price plus hours of work as specified in the unscheduled services table will be used to determine appropriate pricing and will be negotiated with the COR and approved by the Contracting Officer. Procure AC unit as directed by the COR. Remove and dispose of the old AC unit as directed by the COR. Open packaging and assemble unit. Dispose of packaging. Install plastic pipe to drain condensation. Furnish 15 liter PVC container. Make holes in the wall as necessary. Hook-up with an extension cord made with flameproof cable 3 x 1.5 sq.m. max 3m. Ensure that the unit functions properly. Install batteries in the remote control and verify the remote control communicates with the AC unit. Install remote control holder on wall near the AC unit. Ensure the AC unit complies with local codes and report to the COR any malfunctions or concerns. Cost of the AC unit will be reimbursed or the AC unit will be provided by the COR. All other materials to be paid for by the contractor.

C.2.4 PLUMBING AND GAS

C.2.4.1 Service Tank Hot Water Heater

Drain tank and check water flow, making sure there are no mineral deposits (Calcium, etc.) or clogs. Clean if there are any deposits or clogs. Check for any leaks. Verify there are separate temperature and pressure relief valves (PRV and TRV) or combination temperature and pressure relief valves (TPRV) installed. Verify that TPRV drain piping is installed to direct discharge to floor. Verify that TPRV drain piping is not reduced, threaded at the end and has no uphill runs. Verify that TPRV drain piping has no other valve downstream of TPRV. Ensure that exhaust gases are vented outdoors away from intakes and windows. Ensure there is an adequate combustion air ducted to unit or an unobstructed area large enough to provide adequate combustion air. Ensure that small mechanical areas have sufficient combustion air and ventilation openings. Ensure there is no hazardous or flammable vapor sources near combustion equipment. Check that there are warning labels present in both English and Italian. If there is no warning label, one will be provided by the COR. Check that there is adequate clearance from the exhaust flue and equipment to the combustion materials. Check that all gas service is supplied through rigid pipe (iron or steel) or tubing (steel, brass or copper). Ensure there is a manual shut-off valve on gas service pipes within 1.8 m (6 ft) of appliance. Check if

thermostat is working properly by manually checking the temperature. Set the thermostat to 49° C. Verify that all safety features are functioning properly. Perform first echelon maintenance. Ensure that hot water heater complies with local codes and report any malfunctions to the COR (Contracting Officer Representative).

C.2.4.2 Service Flash Hot Water Heater

Check for any deposits and clean them from the system. Inspect pilot light and gas system to ensure it is functioning properly and safely. Check the pipes for fumes. Verify there are separate temperature and pressure relief valves (PRV and TRV) or combination temperature and pressure relief valves (TPRV) installed. Verify that TPRV drain piping is installed to direct discharge to floor. Verify that TPRV drain piping is not reduced, threaded at the end and has no uphill runs. Verify that TPRV drain piping has no other valve downstream of TPRV. Ensure that exhaust gases are vented outdoors away from intakes and windows. Ensure there is an adequate combustion air ducted to unit or an unobstructed area large enough to provide adequate combustion air. Ensure that small mechanical areas have sufficient combustion air and ventilation openings. Ensure there is no hazardous or flammable vapor sources near combustion equipment. Check that there are warning labels present in both English and Italian. If there is no warning label, one will be provided by the COR. Check that there is adequate clearance from the exhaust flue and equipment to the combustion materials. Check that all gas service is supplied through rigid pipe (iron or steel) or tubing (steel, brass or copper). Ensure there is a manual shut-off valve on gas service pipes within 1.8 m (6 ft) of appliance. Set the thermostat to 49° C. Ensure that the system complies to all local codes. Perform first echelon maintenance. Report to COR any malfunctions or deficiencies.

C.2.4.3 Inspect and Service Plumbing

Check pipes, ducts, valves, dampers, fittings, waste water and sewer lines, traps, catch basins, toilet fixtures, bidets, plugs, chains, hoses, faucets, sinks, mixers, drains, showers, down-spouts, gutters, and all other plumbing fixtures for clogging and loose joints, restrictions, leaks, and other faulty conditions. Ensure that they are all functioning properly and comply with local codes. Service by retightening, re-caulking, lubricating, and performing first echelon maintenance. Report to COR all damages, malfunctions, and deficiencies. Inspect walls for water penetration or persistent humidity – if found, conduct superficial investigation of water source and report to COR.

In the case of residences, the unit of measurement is per apartment. In the case of the Consulate, the unit of measure is all bathrooms and other plumbing throughout the Consulate offices.

C.2.4.4 Inspect and Service Gas Lines and Fixtures

Fixtures include stoves, ovens, and any other gas fixtures excluding hot water heaters (ref other paragraph). Inspect all gas appliances, pipes, valves, and connections. Inspect and ensure proper ventilation. Ensure that exhaust gases are vented outdoors away from intakes and windows. Ensure there is an adequate combustion air ducted to unit or an unobstructed area large enough to provide adequate combustion air. Ensure that small mechanical areas have sufficient combustion air and ventilation openings. Ensure there is

no hazardous or flammable vapor sources near combustion equipment. Check that there are warning labels present in both English and Italian. If there is no warning label, one will be provided by the COR. Check that there is adequate clearance from the exhaust flue and equipment to the combustion materials. Check that all gas service is supplied through rigid pipe (iron or steel) or tubing (steel, brass or copper). Ensure there is a manual shut-off valve on gas service pipes within 1.8 m (6 ft) of appliance. Ensure all gas lines and fixtures comply with local codes. Perform first echelon maintenance.

C.2.5 SMOKE AND FIRE

C.2.5.1 Install Smoke and CO Detectors

Install smoke detector on the ceiling or on a wall between 10-30.5 cm away from the ceiling. Smoke detectors must be installed in each sleeping room, all corridors leading to bedrooms, at the top of internal stairwells, and one on each floor level. Place labels on the detectors. CO detectors should be installed at approximately eye level and outside of sleeping areas. Install lithium batteries (supplied by contractor) in detectors. Both types of detectors will be supplied by the COR. After installing, test detectors for proper functioning.

C.2.5.2 Change Batteries in Detectors

Remove and dispose of existing batteries. Install lithium batteries, which shall be provided by the contractor. Test to make sure the detector works properly. If there are any malfunctions report them to the COR.

C.2.5.3 Install Fire Extinguisher

Fire extinguishers must be Department standard 4.45 kg. extinguishers (will be provided by COR). Fire extinguisher must be mounted on the kitchen wall at waist height (where possible). If not possible to mount in the kitchen, mount extinguisher as close to kitchen as possible. Mounting and hanging materials will be provided by the COR. Install a label/sign provided by the COR adjacent to the fire extinguisher.

C.2.5.4 Inspect and Clean Chimney Flue

Test to insure flue is properly venting smoke. Check to make sure there are no leaks that could lead to CO poisoning. Ensure that the chimney meets local codes. Clean the flue to remove carbon build-up and obstructions and debris. This work should be performed by a professional in this field. Perform first echelon maintenance and report to the COR any findings or hazards.

C.2.5.5 Inspect Consulate Fire Extinguishers

Inspections must be conducted by a certified fire extinguisher inspector. Contractor must inspect all fire extinguishers in the Consulate offices. Check for obstructions, accessibility and proper location. Check for broken seal. Check to be certain the lever has not been depressed. Check the nozzle for obstructions. Remove gas cartridge cover and unscrew cartridge. Check cartridge for un-punctured seal. Check for physical damage or corrosion. Place inverted on floor for one minute to loosen powder. Return to hanger and record inspection on inspection tag and record. Check weight of cartridge.

C.2.6 FLOORING

C.2.6.1 Replace / Install Carpet

Remove and dispose of existing carpet and underlayment. Inspect floor and prepare surface for carpet, including leveling. Procure and install carpet and underlayment as specified by COR. Carpet will be reimbursed. Carpet replacement shall not disturb or damage any fixed property (such as light fixtures, baseboards, or windows). The contractor shall protect such property or move and return it to its original position. The contractor shall move all furnishings (such as furniture, cabinets) and return them to their original positions after completion of carpet replacement. The contractor shall clean the work area free of litter and debris. Ensure that all materials are non-toxic and meet local codes.

C.2.6.2 Repair Damaged Tiles

The removal/repair of a damaged tile. Remove broken or defective tile and chisel the underlying mortar. Install new tile to replace the one removed. Tile will be provided by the consulate and all other supplies and tools shall be provided by the contractor. Grout after the tiles have set using colors matching the existing grout. Seal the grout. Ensure that all materials are non-toxic and meet local codes.

C.2.6.3 Remove Tile

Remove a large area of tile. Chisel out all remaining mortar. Fill in holes and depressions.

C.2.6.4 Install Tile

Remove old flooring surface (carpet, linoleum, etc.). Tile removal priced separately. Prepare surface to accept tile, including leveling. Install tile (reimbursable) as specified by the COR. After tile has set, grout between tiles with grout color specified by COR. After grout has set, clean tiles and seal grout.

C.2.7 PAINTING

(1) Paint surfaces as directed by the task order. Match paint to similar adjacent materials or surfaces.

(2) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

(3) **Product Data:** The contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.

(4) **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

(5) **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.

(6) Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.

(7) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

(8) **Project Conditions:** Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.

(9) Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.

(10) **Preparation:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted, or provide protection such as taping prior to surface preparation and painting (taping includes windows, door jams, etc.).

(11) Clean and prepare surfaces to be painted following manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, and direct, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

(12) Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical switches and plugs with new covers after painting.

(13) **Materials Preparation:** Mix and prepare paint following manufacturer's directions.

(14) **Application:** Apply paint following manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being

applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

(i) Unless otherwise specified, the contractor is to use a high quality semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, doorframes, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be off-white. Contractor shall provide samples of the color of the type of material to be painted before actual paint date is scheduled.

(ii) Provide finish coats that are compatible with primers used.

(iii) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.

(iv) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

(15) **Scheduling Painting:** Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried.

(16) **Minimum Coating Thickness:** Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.

(17) **Prime Coats:** Before application of finish coats, apply a prime coat, unless specified otherwise (see C.2.7.3), as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.

(18) **Brush Application:** Brush out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks.

(19) Apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.

(20) **Mechanical Applications:** Use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.

(21) Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment to build up film thickness of two coats in one pass, unless recommended by the manufacturer.

(22) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other methods, using care not to scratch or damage adjacent finished surfaces.

(23) Remove temporary protective wrappings after completion of painting operations.

(24) Provide to the COR (or leave in residence cantina or elsewhere as instructor by the COR) a 5 liter container with touch-up paint.

C.2.7.1 Prepare and Prime Walls and Ceilings

Clean and make minor repairs to prepare walls for first coat of primer. Minor repairs are defined as small cracks and small penetrations in the wall that can be filled by spackle or plaster and are the result of normal wear and tear. Apply neutral colored primer on walls as specified by COR, making sure to cover completely the prior paint color. Ensure that all materials are non-toxic and meet local codes.

C.2.7.2 Repair Damaged Walls

Clean and prepare walls with significant damage beyond normal wear and tear, including large penetrations, cracks, uneven walls, that penetrate the walls (e.g. bolts), and surface contaminants. Perform maintenance needed to repair damaged wall to make any damage unnoticeable and resembling a new wall. This does not include prime or paint after damage is repaired. Ensure that all materials are non-toxic and meet local codes.

Patch defective drywall with a similar thickness and fire rated drywall. Joints must be taped in a manner so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

Repair any damaged interior or exterior plaster as directed by the COR. The plaster material shall be of a similar material that matches as closely as possible the existing plaster in texture and color.

C.2.7.3 Paint Walls and Ceilings with 1 Coat

Clean and make minor repairs to prepare walls for first coat of paint. Minor repairs are defined as small cracks and small penetrations in the wall that can be filled by spackle or plaster and are the result of normal wear and tear. Apply one coat of paint, white or neutral as specified by the COR. Ensure that all materials are non-toxic and meet local codes.

C.2.7.4 Paint Trim

Clean and make minor repairs to prepare trim for first coat of paint. Minor repairs are defined as small cracks and small penetrations in the trim that can be filled by spackle or plaster and are the result of normal wear and tear. Paint trim with one coat of white or neutral primer as specified by the COR. Paint trim with one coat of white or neutral

colored paint as specified by the COR. Trim will include moldings, base boards, beams, posts, door and window frames (if painted separate from doors and windows) and any other painted wood detail classified as trim. Ensure that all materials are non-toxic and meet local codes.

C.2.7.5 Paint Doors and Windows

Clean and make minor repairs to prepare doors and windows for primer and paint. Minor repairs are defined as small cracks and small penetrations in the wall that can be filled by spackle or plaster and are the result of normal wear and tear. Paint doors and windows (including frames) with one coat of white or neutral primer as specified by the COR. Paint doors and windows (including frames) with one coat of white or neutral paint as specified by the COR. Ensure that all materials are non-toxic and meet local codes. It is understood that the term door includes the frame, door jam, threshold, and all other respective elements. It is understood that the term window includes the casing, the sash, the stool, mullions, and all other respective elements.

C.2.7.6 Paint Uneven / Unusual Surfaces

Clean and make minor repairs to prepare surface for primer and paint. Minor repairs are defined as small cracks and small penetrations in the surface that can be filled by spackle or plaster and are the result of normal wear and tear. Paint surface with one coat of white or neutral primer as specified by the COR. Paint surface frame with one coat of white or neutral paint as specified by the COR. Uneven/unusual surfaces include (but are limited to) radiators, cabinets, kitchen furnishings, wardrobes, and any other surfaces that require prime and paint that are not covered under other sections of this contract. Ensure that all materials are non-toxic and meet local codes.

C.2.8 CLEANING

C.2.8.1 Thorough Make-ready Cleaning

Thoroughly clean apartment in preparation of occupancy. Clean all floors in the apartment. For stone floor, this will include sweeping, mopping, polishing, and sealing. For carpet this will include vacuuming, steam cleaning or shampooing, and spot treatment as necessary. For wood floor this will include sweeping, mopping, and polishing. For tile floor this will include sweeping, mopping, cleaning and scrubbing tile and grout, and resealing. Clean and sanitize all counter surfaces. Defrost, sanitize, and clean refrigerator and freezer. Sanitize and clean all appliances in the kitchen, including oven, stove, stove venting hood, and any other kitchen appliances. Clean out all the debris and dirt from inside the cabinets and wipe down the entire inside of the cabinets. Wipe down exterior of cabinets. Wipe down the interior and exterior of the washer and dryer. Dust and wipe down all light fixtures and ceiling fans. Dust and wipe down closets and wardrobes. Clean and sanitize all plumbing fixtures. Clean all mirrors throughout the apartment. Dust and wipe down interior and exterior of the windows and window frames. Dust and wipe down all other surfaces that collect dust or dirt, including doors, radiators, walls, and any other surfaces. Dust and wipe down shutters, blinds, and exterior shutters (tapparelle). Sweep, scrub all dirt and dust, and mop balcony. Inspect and clean all vents, including kitchen, bathroom, and dryer vents. Remove trash from cantina and sweep the

floors, clean, and wipe down all walls. Remove trash from garage and sweep the floors, clean, and wipe down all walls. Ensure that all materials and cleaning chemicals are non-toxic and meet local codes.

C.2.8.2 Cleaning Curtains

Take down drape, launder, press, and reinstall in the same location it was prior. May use on-site washer and dryer if appropriate and available. Ensure that all materials and cleaners are non-toxic and meet local codes.

C.2.9 OTHER

C.2.9.1 Welcome Kit Delivery

Pick up welcome kit from the consulate. Deliver to residence. Place welcome kit items in respective rooms but do not unpack the items. Coordinate with furniture provider for delivery of furniture, scheduling so that both are delivered after cleaning.

C.2.9.2 Inspect and repair windows and doors

Inspect all door and window hardware including latches, hinges, knobs or handles, and any other hardware. Repair or replace hinges, latches, and other hardware. Contractor shall not replace locks on exterior doors. Contractor shall repair or replace interior locks as needed. All hardware will be reimbursed. Inspect door and window moldings, thresholds and trim. Ensure windows open and close properly. Lubricate as necessary. Perform all first echelon maintenance and report to COR if anything has significant damage and needs further maintenance.

C.2.9.3 Make-ready Repairs

The contractor shall perform the following inspections and repairs. Materials shall be reimbursed. *Note that the following does not include windows and doors, which are priced separately.*

- (a) The contractor shall inspect all:
- (b) wood cabinets, closets, wardrobes, panels, stairways, including railings, balustrades, treads, risers and nosings. Also, inspect all toilet paper holders, soap trays, towel racks, shower curtain rods, toilet seats, medicine cabinets, venetian blind brackets, clothing rails, curtain rods, and any other like items. All necessary minor repairs shall be made to all items listed above, including:
 - repairing, adjusting and/or replacing hinges, latches, closet rods, shelves, moldings and wood panels, cracks and chips, bathroom fixtures, and curtain rods and caulking and staining repaired areas to match the color of the original wood.
- (c) Inspect and repair all fences, gates, sliding doors, doorstops, and interior fixtures, railings on balconies, including pull cords.

(d) Test the intercom system throughout the residence and on the street. Ensure that all parts work correctly, including audio, video, etc. Ensure that the intercom system complies with local codes and provide first echelon maintenance. Report any malfunctions to the COR (Contracting Officer Representatives).

C.2.9.4 Disposal of Appliance/Bulky Item

Remove the item(s) from the office or residence. Place on to contractor-provided truck and transport to disposal site/dump. Price includes labor, equipment, and truck service. Dump/disposal facility fees shall be reimbursed.

C.2.10 Unscheduled Services

The contractor shall provide qualified technicians or laborers in each of the categories listed in section B.3, as specified in Exhibit 12, Section J.

C.2.11 Emergency Repair Services

The contractor shall provide for up to 12 emergency calls for electrical repairs, up to 12 emergency calls for plumbing repairs, and up to 12 emergency calls for HVAC repairs in each year of the contract. At the beginning of this contract, the contractor must supply the Government with a 24-hour phone number to call in the case of an emergency repair. The contractor must supply a qualified technician within four (4) hours of receipt of an emergency call.

C.3 MAJOR REPAIRS

The contractor shall immediately inform the COR of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the Consulate offices or residential unit. The contractor shall also inform the COR of a major problem in the residential unit or Consulate offices in a system or area that is not being serviced as well. The contractor shall be liable for the costs for any damage that occurs as a result of the contractor's negligence in its duty to inform the COR. The contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

C.4 CONTRACTOR PERSONNEL

The Contractor is responsible for the safety of its personnel (regular employees and subcontractors). The Contractor must ensure personnel are properly licensed and trained to perform their tasks. The Contractor is responsible for providing personal protective equipment to its personnel, including but not limited to eye protection, respirators, ladders in good condition, insulated tools, proper footwear, and back-support. The contractor must likewise ensure that subcontractors provide their personnel with all necessary personal protective equipment.

C.4.1 Designated Primary and Secondary Technicians

At the start of the contract, the contractor shall provide biographies (names, identifications, licenses, and qualifications) for the following individuals:

Primary electrician*

Primary electrician helper

Secondary electrician*

Primary plumber*

Primary plumber helper

Secondary plumber*

Primary HVAC technician*

Primary electrician helper

Secondary HVAC technician*

Primary Handyman*

The positions asterisked (*) above shall be filled by individuals whom the contractor guarantees shall be available for work. These individuals shall be face-badged for security purposes. The contractor shall clear with the CO before sending a substitute. It is preferable that the individuals be regular, direct-hire employees, however it is permissible for the positions to be filled by subcontractors as long as they are qualified and are available. It is possible for an individual to fill more than one of these roles across trades (e.g. an individual who is licensed in both trades may be a primary or secondary electrician and plumber) however, not within trades (e.g. an individual may not be designated as both the primary and secondary HVAC technician). When the Government issues a task order for scheduled or unscheduled services, the Contractor shall send the relevant Designated Primary Technician to perform the work. In the event that the Designated Primary Technician is unable to report to work, the contractor shall send the Designated Secondary Technician. When the work to be performed does not fall into one of the Designated Technician categories (electrical, plumbing, HVAC, general handyman) or neither the Primary or Secondary Technician is available, the Contractor shall send a capable and qualified replacement to perform the work.

C.4.2 Subcontractors

Where possible, personnel who perform work under this contract should be the Contractor's direct-hire regular employees. However, the Government does understand that the contractor may need to hire subcontractors from time to time. The Contractor must notify the Government before sending a subcontractor to perform work. If necessary, non-direct hire contractor personnel for performance under this contract, may only be employed through a subcontract with the express written consent of the CO. All subcontractors must be fully qualified and appropriately licensed. The Contractor must provide adequate oversight including on-site supervision of all subcontractors. Timeliness and quality of work performed by subcontractors will be the sole responsibility of the Contractor. The Government may at any time require a subcontractor to cease work or dismiss a subcontractor from the job site due to concerns over safety, security, or quality of work. In this event, it will be the responsibility of the Contractor to find another, qualified subcontractor to fulfill the task order.

C.4.3 Security and Escorting

All personnel must be screened for security prior to entering the Consulate offices or Consulate residences. It is the responsibility of the contractor to submit the names, IDs, and relationship (employee, subcontractor) to the COR at least 2 business days before the individual is scheduled to arrive on site. The Government may reject a proposed candidate on security grounds, in which event the Contractor must provide another candidate. Contractor and subcontractor personnel will need to be escorted by Government personnel in the Consulate offices and sometimes in residences. The escorting capacity of the Consulate is limited, so close coordination with the COR will be necessary. As possible, Designated Primary and Secondary Technicians will be issued a badge allowing them to work within most of the Consulate unescorted.

All personnel assigned by the contractor for the performance of the respective services shall be supervised by the contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.5 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the contractor's bilingual (English/Italian) liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government. The designated liaison, or qualified assistant, shall be available by phone during normal working hours. If the contractor is performing work outside normal working hours, then the liaison, or qualified assistant, must be available by phone during the hours the work is performed. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays.

This designated liaison must be a licensed general contractor, a facilities maintenance manager with a minimum of 5 years experience as a facilities maintenance manager, or a licensed electrician or plumber. The liaison must have a minimum of 5 years experience managing personnel and/or subcontractors. Fluency in English and Italian will be determined by the Contracting Officer during the award phase. Failure to provide an individual with sufficient fluency in either language or without the required technical background will result in the bid being determined as technically unacceptable. Once a liaison has been decided upon, the individual may not be changed without the consent of the Contracting Officer and must be agreed upon in writing between the Contractor and the Government.

C.6 QUALITY ASSURANCE

The contractor shall institute an appropriate inspection system including:

- (a) Develop and maintain checklists of duties to be carried out,

(b) Ensure these duties are carried out by the supervisory staff and senior employees, and

(c) Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The contractor shall provide copies of all inspection reports to the COR.

The contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the contractor.

C.7 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

SECTION D
Packing and Marking

Reserved

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG 1996
----------	--------------------------------------	----------

52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
-----------	----------------------------	----------

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.242-14	SUSPENSION OF WORK	APR 1984
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.211-12	LIQUIDATED DAMAGES - CONSTRUCTION	SEP 2000

(a) If the contractor fails to complete the work within the time specified in the contract, or any extension, the contractor shall pay liquidated damages to the Government in the amount of Euro 250.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.2 The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with a one-year option to renew. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
H.12.2 - Biographies of Personnel	1	10 days after award	COR
H.3 - Bonds	1	30 days after award	CO
H.4 - Insurance/Licenses & Permits	1	30 days after award	CO
H.10.1 - Safety Plan	1	30 days after award	COR
H.7.1 - Waste Disposal Report	1	last day of each month	COR

F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," paragraph (a) is modified to reflect the due date for submission as three (3) calendar days after receipt of an executed contract". The contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule, and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the contractor from or relieve the contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

The contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the contractor a Notice to Proceed. The contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

The contractor shall perform all work during 08:00AM and 06:00PM from Monday to Friday except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 EXCUSABLE DELAYS

The contractor shall be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the contractor, and the failure to perform furthermore

- (a) must be one that the contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (b) cannot be overcome by reasonable efforts to reschedule the work, and
- (c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government will hold a post award conference 5 days after contract award at the American Consulate General, Via Principe Amedeo 2/10, Milan, to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) COR to be named upon award of contract.

G.1.2 Duties

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 PAYMENT

The Contractor shall submit the invoices for all services under this contract, at the following address:

**Consolato Generale U.S.A.
Ufficio Manutenzione
Via Principe Amedeo 2/10
20121 Milano – Italy**

G.2.1 GENERAL

The contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting officer will make a determination as to the amount that is due after an inspection of the work. The Contracting officer will advise the contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the contractor any amounts necessary to cover:

- (a) Wages or other amounts due the contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6. PAYMENT

In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 RECORDKEEPING REQUIREMENTS

The contractor and the Cor will both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

- (a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the contractor of service requests and to document the performance of all work.
- (b) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.

(c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

G.4 – The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment. Where and when the US Government is exempt from paying the VAT, the contractor shall note it on the invoice and not include the VAT in the final billed amount.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three- day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS

H.3.1 TYPE OF BONDS

The contractor shall furnish:

(1) a performance and guaranty bond and a payment bond on forms provided by and from sureties acceptable to the Government, each in the amount of 20% of the contract price, or

(2) comparable alternate performance security approved by the Government such as a letter of credit shown in Section J.

H.3.2 TIME FOR SUBMISSION

The contractor shall provide the bonds required by paragraph H.1.1 within ten (10) days after contract award. Failure to submit:

(1) the required bonds other security acceptable to the Government;

(2) bonds from an acceptable surety; or

(3) bonds in the required amount,

may result in rescinding or termination of the contract by the Government.

The contractor shall be liable for costs described in FAR 52.249-10, "Default (Fixed-Price Construction) if the contract is terminated.

H.3.3 COVERAGE

The bonds or alternate performance security shall guarantee:

- (a) the contractor's completion of the work within the contract time,
- (b) the correction of any defects after completion as required by this contract,
- (c) the payment of all wages and other amounts payable by the contractor under its subcontracts or for labor and materials, and
- (d) the satisfaction or removal of any liens or encumbrances placed on the work.

H.3.4 DURATION OF COVERAGE

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. At that time, the penal sum of the performance security only shall be reduced to 10% of the contract price. The performance security shall remain in effect for one year after the date of final completion and acceptance, and the contractor shall pay any premium required for the entire period of coverage. The requirement for payment security terminates at final acceptance.

H.3.5 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial condition as required by the Government; or
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

The contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

(1) Bodily Injury on or off the site stated in Euros:

Per Occurrence	€ 1,500,000.00
Cumulative	€ 1,500,000.00

(2) Property Damage on or off the site in US Dollars:

Per Occurrence	€ 1,500,000.00
Cumulative	€ 1,500,000.00

The types and amounts of insurance are the minimums required. The contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- (a) any property of the contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

arising from and incident to the contractor's performance of this contract.

The contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

The contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

The general liability policy required of the contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

The manager, assigned by the contractor to superintend the work on-site required by 52.236-6, "Superintendence by the contractor" shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict between the contract and such laws, regulations and orders, the contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS

The contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

The contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The contractor shall be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence. The contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) **Confinement to Authorized Areas.** The contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) **Vehicular Access.** The contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) **Occupied Premises.** If the premises are occupied, the contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from occupants. The contractor shall refer to the Contracting Officer any request received by the contractor from occupants of existing buildings to change the sequence of work.

(c) Access limited. The contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The contractor shall satisfy all lawful claims of any persons or entities employed by the contractor, including:

(a) subcontractors,

- (b) material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

(a) Review and approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) Rejection of subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the United States. The contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 CONTRACTOR PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or

(e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take five (5) days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by contractor. Where the contract permits the contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the contractor shall give the Contracting Officer, for approval:

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:
 - (i) Nature,
 - (ii) Appearance,
 - (iii) Dimensions,
 - (iv) Performance,
 - (v) Capacity, and
 - (vi) Rating

unless otherwise required by the Contracting Officer.

The contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 CUSTODY OF MATERIALS

The contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the contractor or to any person for whom it is responsible, including subcontractors. The contractor shall deliver all items to the site as soon as practicable. The contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the contractor has custody but that have not been delivered or secured at the site. The contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

The contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the contractor to suspend any or all work under the contract until the contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The contractor shall not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.252-14, Suspension of Work.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an internet “search engine” (for example Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY 2013)

52.204-18 COMMERCIAL LAND GOVERNMENT ENTITY CODE
MAINTENANCE (JUL 2015)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND
CERTIFICATIONS (DEC 2014)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN
SUBCONTRACTING WITH CONTRACTORS DEBARRED,
SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

52.215-8 ORDER OF PRECEDENCE - UNIFORM
CONTRACT FORMAT (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED
COST OR PRICING DATA – MODIFICATIONS (AUG 2011)

52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING
DATA – MODIFICATIONS (OCT 2010)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA
OR PRICING DATA OR INFORMATION OTHER
THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)

52.216-7 ALLOWABLE COST AND PAYMENT (JUNE 2013)

NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

CHILD LABOR – COOPERATION WITH
AUTHORITIES AND REMEDIES (JAN 2014)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (APR 2015)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT
MESSAGING WHILE DRIVING (AUG 2011)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2008)

52.225-14 INCONSISTENCY BETWEEN ENGLISH
VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

52.228 –4 WORKERS' COMPENSATION AND WAR-HAZARD
INSURANCE OVERSEAS (APR 1984)

52.228-5 INSURANCE-WORK ON A GOVERNMENT
INSTALLATION (JAN 1997)

52.228-11 PLEDGES OF ASSETS (JAN 2012)

52.228-13 ALTERNATIVE PAYMENT PROTECTION (JUL 2000)

52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)

52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)

52.229-7 TAXES- FIXED PRICE CONTRACTS WITH FOREIGN
GOVERNMENTS (FEB 2013)

52.232-1 PAYMENTS (APR 1984)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION
CONTRACTS (SEPT 2002) (applicable to individual delivery orders)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

52.232-17 INTEREST (MAY 2014)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATIONS OF FUNDS (JUNE 2013)

52.232-25 PROMPT PAYMENT (JULY 2013)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT
(JULY 2013) (applicable to individual delivery orders)

52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT
METHODS (APR 1989)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -
SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

52.232-34 PAYMENT BY EFT – OTHER THAN SAM (JULY 2013)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC 2013)

52.233-1 DISPUTES (MAY 2014), Alternate I (DEC 1991)

52.233-3 PROTEST AFTER AWARD (AUG 1996)

APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE
WORK (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

52.236-8 OTHER CONTRACTS (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES
EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

52.236-10 OPERATIONS AND STORAGE (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

52.236-12 CLEANING UP (APR 1984)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR
CONSTRUCTION (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-13 BANKRUPTCY (JULY 1995)

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – Alternate II (APR 1984)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2015)

52.245-1 GOVERNMENT PROPERTY (APR 2012)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION
SERVICES (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
(JUNE 2003)

52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)

52.248-1 VALUE ENGINEERING (OCT 2010)

52.249-4 TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.249-14 EXCUSABLE DELAYS (APR 1984)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2. FAR Clauses in full text

52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities

designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Euro 100.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The contractor is not obligated to honor--

(1) Any order for a single item in excess of Euro 10,000.00;

(2) Any order for a combination of items in excess of Euro 30,000.00; or

(3) A series of orders from the same ordering office within three (3) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5. 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor within the performance period of the contract.

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

I.8 RESERVED

I.9 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

(a) As used in this clause-Contract-

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-delivery type contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.

(2) Payment Bonds (Standard Form 25A) the penal amount of payment bonds shall be 20 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 20% of the increased in contract price.

(i) The Government may secure the additional protection by directing the contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has furnished labor or material for use in the performance of the contract.

I.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.
(APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

-I.11 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION
CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

I.12 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

I.13 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.14 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.15 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

National Italian Holidays:
New Year's Day
Epiphany
Easter Monday
Anniversary of Liberation
Labor Day
Foundation of the Italian Republic
Assumption Day
All Saints' Day
St. Ambrogio's Day

Feast of the Immaculate Conception
Christmas Day
St. Stephen's Days

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any US holidays fall on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized

(5) under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(6) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(7) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

**I.17 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(AUG 1999)**

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.18 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit 1	List of Currently Held Residential Properties
Exhibit 2	Sample Task Order Form
Exhibit 3	List of Properties Requiring Make-Ready Services in the Previous Calendar Year
Exhibit 4	Intentionally Left Blank
Exhibit 5	Government Furnished Property
Exhibit 6	Sample Monthly Report Form
Exhibit 7	Contractor Furnished Property
Exhibit 8	Sample Bank Letter of Guaranty
Exhibit 9	Break-down of Price by Division of Specifications
Exhibit 10	Scheduled Services Price Proposal
Exhibit 11	Unscheduled Services Price Proposal
Exhibit 12	Position Description

Exhibit 1

List of Currently Held Residential Properties*

No. of Residential Properties	Gross Size Average (square meters)	Location
22	200	Milano (downtown)
2	200	Arese
4	200	Novara

*Note: the above list is subject to change.

Exhibit 2
Sample Task Order Form

See Exhibits 10 and 11. The Price proposal forms will become task orders upon acceptance by the CO.

Exhibit 3
List of Properties Requiring Make-Ready Services in the Previous Calendar Year

RESERVED

Exhibit 4

INTENTIONALLY LEFT BLANK

Exhibit 5
Government Furnished Property

There is no Government Furnished Property.

Exhibit 6
Monthly Report

Monthly Report for the Month of _____

AMERICAN CONSULATE GENERAL, MILAN, ITALY

1. Services requested during the month:

Task Order	Location/Description	Dates	Status
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Other Notes (include task order number):

A. Problems Encountered:

B. Major Repairs Needed:

C. Major Repairs Made

D. Recommendations

Signed by _____ Date _____

Exhibit 7
Contractor Furnished Property

The contractor shall use only environmentally preferable chemical cleaning-products. The contractor shall identify products by brand name for each of the following product types:

- (a) All-purpose cleaner
- (b) General degreaser
- (c) General disinfectant
- (d) Graffiti remover
- (e) Chrome and brass cleaner/polish
- (f) Glass cleaner
- (g) Furniture polish
- (h) Floor stripper
- (i) Floor finisher
- (j) Carpet cleaner
- (k) Solvent spotter
- (l) Gum remover
- (m) Wood floor finish
- (n) Bathroom hand cleaner/soap
- (o) Bathroom disinfectant
- (p) Bathroom cleaner
- (q) Bathroom deodorizers
- (r) Urinal deodorizers
- (s) Lime and scale remover

In addition, the contractor shall provide following non-chemical products containing the maximum feasible amount of recovered materials:

- (1) Bathroom tissue - The bathroom tissue must contain at least 100% recovered materials and 50% post-consumer content.
- (2) Toilet Seat Covers - Toilet seat covers must contain at least 100% recovered materials and 50% post-consumer content.
- (3) Paper Towels - The paper towels must contain at least 100% recovered materials and 40% post-consumer content.
- (4) General Purpose industrial wipes - The general purpose industrial wipes must contain at least 100% recovered materials and 40% post-consumer content.
- (5) Plastic trash bags - Plastic trash bags must contain at least 25% post-consumer content.

Information on environmentally preferable products (EPP) is available on the Internet at <http://www.epa.gov/opptintr/epp.htm>.

All non-chemical products (paper, plastic, etc.) should conform to the Environmental Protection Agency (EPA) Comprehensive Procurement Guide (CPG) if the products are CPG-designated items. CPG information is available on the Internet at <http://www.epa.gov/cpg>.

Contractors may propose more than one product within a product category and/or propose a product or products addressing more than one product category.

Once this list of products has been approved by the Contracting Officer, the Contractor is responsible for using only those approved cleaning chemical products in the building. If for some reason the product is found later to be ineffective, the Contractor would otherwise like to propose an alternative product, or the Contracting Officer would like to propose a more environmentally preferable product, either the Contractor or Contracting Officer may propose for consideration an “equal” product. If the parties agree to the replacement product, the contract will be modified.

Exhibit 8

SAMPLE LETTER OF BANK GUARANTY

Place _____

Date _____

Contracting Officer
American Consulate General
Via Principe Amedeo 2/10
20100 Milano, Italy

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by another authority, up to the sum of _____ ***[Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract

_____ ***[contract number]*** for _____ ***[description of work]*** at _____ ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and _____ ***[name of contractor]*** of _____ ***[address of contractor]*** on _____ ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: _____ *[Name]*
Address: _____ Location: _____
Representative(s): _____ State of Inc.: _____

 _____ Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to
this document.

Exhibit 9

Exhibit 9

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) DIVISION DESCRIPTION	(2) LABOR	(3) MATERIALS	(4) OVERHEAD	(5) PROFIT	(6) TOTAL
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL					

[Note to Contracting Officer: identify currency]

Allowance Items:

PROPOSAL PRICE TOTAL: *[Note to Contracting Officer: identify currency]*

Alternates (list separately do not total)

Offeror:

Date

Exhibit 10 – Price Proposal for Scheduled Services

Contract # _____ Order # _____ Job Site _____

Work is to begin on or before _____ Work to be completed by: _____

In the column to the left of all scheduled services to be performed, make a check. In the columns to the right, indicate the number and multiply across for the price.

Mark to do	Description of Service <i>See the reference number for a detailed scope of work for each service</i>		Measure of Unit Price	Number of Services	Price per Unit (Euros)	Total Proposed Price (Euros)
MAJOR SYSTEMS						
	Inspect and Service High Voltage Booth		Task			
	Full Inspection and Servicing of Generator		Task			
	Test and Cycle Generator		Task			
	Inspect and Service Chiller		Task			
ELECTRICAL						
	Label breakers	Residential	Panel			
		Consulate	Panel			
	Test Intercom Systems at Residences		Intercom			
	Service Consulate Intercom Systems		Task			
	Inspect Electrical System		Apt			
	Install Light Fixture		Fixture			
	Install Ceiling Fan		Fixture			
HVAC						
	Service Split Unit AC		AC unit			
	Service Residential Central AC		AC unit			
	Balance Heating and Cooling		Apt			
	Install Split Unit AC		AC unit			
PLUMBING AND GAS						
	Service Tank Hot Water Heater		Heater			
	Service Flash Hot Water Heater		Heater			
	Inspect and Service Plumbing	Residential	Apt			
		Consulate	Task			
	Inspect and Service Gas Lines and Fixtures		Apt			
SMOKE AND FIRE						
	Install Smoke and CO Detectors		Detector			
	Change Batteries in Detectors		Detector			

	Install Fire Extinguisher	Extinguisher			
	Inspect and Clean Chimney Flue	Flue			
	Inspect Consulate Fire Extinguishers	Task			
FLOORING					
	Replace / Install Carpet	Sq.meter			
	Replace Damaged Tiles	Task			
	Remove tile	Sq.meter			
	Install Tile	Sq.meter			
PAINTING					
	Prepare and Prime Walls and Ceilings	Sq.meter			
	Repair Damaged Walls	Sq.meter			
	Paint Walls and Ceilings with 1 Coat	Sq.meter			
	Paint Trim	Lin.meter			
	Paint Doors and Windows	Door/Window			
	Paint Uneven / Unusual Surfaces	Sq.meter			
CLEANING					
	Thorough Make-ready Cleaning	Apt			
	Clean Curtains	drape			
OTHER					
	Welcome Kit Delivery	Task			
	Inspect and Repair Windows and Doors	Door/Window			
	Make-ready Repairs	Apt			
	Disposal of Appliances/Bulky Items	truckload			

List reimbursable materials: _____

Cost of reimbursable materials: _____

Total Proposed Price of Scheduled Services _____

Exhibit 11 – Price Proposal for Unscheduled Services

Circle one: Regular Unscheduled Services / Emergency Repair Services

Contract # _____ Order # _____ Job Site _____

Work is to begin on or before _____ Work to be completed by: _____

Scope of Work (to be filled out by the COR):

In the columns to the right, indicate the hours and multiply across for the price.

Description of Service	Proposed Regular Hours	Price per Hour (Euros)	Proposed Overtime Hours	Price per Hour (Euros)	Total Proposed Price (Euros)
Licensed Electrician					
Electrician Helper					
Licensed Plumber					
Licensed HVAC Technician					
Appliance Technician					
Mason (Muratore)					
Mover / heavy laborer					

Description of Service	Proposed Days	Price per Day	Total Price
Truck (in addition to laborer)			

List reimbursable materials: _____

Cost of reimbursable materials: _____

Total Proposed Price of Unscheduled Services _____

EXHIBIT 12

POSITION DESCRIPTION

ELECTRICIAN

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, installation, maintenance, alteration or repair of electrical systems, equipment and related components. Work involves: installing, inspecting/testing, or repairing any of a variety of electrical circuits and equipment such as generators, transformers, circuit breakers, motors, conduit systems, or other transmission equipment, including secondary distribution lines and circuits used to supply distribution panels.

Working from blueprints, drawings, layouts, or other specifications, plans and determines the routing, placement, type, size, gauge, balance, load, continuity and safe operation of electrical lines, circuits, systems, equipment and controls. Locates and diagnoses trouble in electrical systems or equipment; and uses a variety of electrician's hand tools and measuring and testing instruments.

Performs recurring, standardized work independently in accordance with accepted trade practice.

SKILLS/KNOWLEDGE/ABILITIES

Must understand the theory and the practical aspects of application, operation and maintenance of electrical systems and equipment.

Must be knowledgeable of general maintenance and troubleshooting processes and the basic tools required. Capable of reading and interpreting motor control drawings, drawing a block diagram of feedback circuits and labeling the components, and calculating the requirements of conductors and devices used in motor circuits. Must be knowledgeable of electronic solid state control systems. Must be familiar with various types of heating controls and their applications. Capable of reading and interpreting blueprints of an electrical substation, and tracing circuits using a blueprint. Knowledgeable of switchgear operation, power circuit breakers, methods used to actuate protective relays and the types of relays, and different types of telemetering systems and their application.

Must be thoroughly familiar with the Consulate offices, and capable of accomplishing work in accordance with accepted methods and techniques of the trade. Must be able to diagnosis problems quickly and accurately, and recommend and effect required solutions.

EDUCATION AND EXPERIENCE

Must hold a Journeyman Electrician License; experience may be substituted. Minimum of three years practical experience in the installation, rehabilitation, maintenance and repair of electrical and power distribution systems.

ELECTRICIAN HELPER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, installation and maintenance, alteration or repair of electrical systems, equipment and related components. Work involves: installing, inspecting/testing, or repairing any of a variety of electrical circuits and equipment such as generators, transformers, circuit breakers and motors, conduit systems, or other transmission equipment, including secondary distribution lines and circuits used to supply distribution panels.

Working from blueprints, drawings, layouts, or other specifications, plans and determines the routing, placement, type, size, gauge, balance, load, continuity and safe operation of electrical lines, circuits, systems equipment and controls. Locates and diagnoses trouble in electrical systems or equipment; and uses a variety of electrician's hand tools and measuring and testing instruments.

Assists one or more electrician by performing specific or general duties as directed.

SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings, electrical schematics and wiring plans, and motor control drawings. Must possess an understanding of the various components of electrical systems. Familiarity with the Consulate offices and the concepts involved therein. Familiarity with installation and maintenance procedures for electrical equipment, appliances and system components.

Ability to size conductors based on load; ability to calculate the current requirements of the conductors and devices used in motor circuits; understand how to bend and install conduit. Must be familiar with the operation and construction of motors, generators and transformers; and have an understanding of different types of relays and telemetering systems and their applications. Ability to draw a block diagram of a simple feedback circuit and label the basic components.

EDUCATION AND EXPERIENCE

At least one year experience in the trade.

HVAC TECHNICIAN

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on refrigeration, air conditioning and ventilating equipment, high pressure steam and hot water systems. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electronic.

Performs work on low and high pressure steam boilers, hot water boilers, warm air furnaces and hot water heaters, combustion chambers, flues, fire boxes, smoke stacks and oil burners, hot water tanks, hot air fans, radiators and sump pumps. Removes and replaces sections of boilers, tubes and grate assemblies. Inspects and adjusts electrical controls attached to heating equipment such as pressure controls, thermostats, stack relays and photocell bulbs and scanners. Removes defective electronic motors and controls from heating systems, makes minor repairs, and installs motors into heating system. Removes and rebuild combustion chambers of heating equipment with fire brick and plastic. Uses CO2 tester to determine it's content.

Prepares written specifications for major repairs or for the production of parts ordered from machine shops; reassembles equipment; and makes all necessary adjustments for operation.

May be required to assist in establishing equipment maintenance programs, develop maintenance parts systems lists and maintenance visit schedules, assess equipment life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Must be capable of reading and following shop drawings, laying out and assembling major components of refrigeration and air conditioning equipment, including cold storage and food storage facilities. Knowledgeable of basic ventilation requirements and air distribution and cleaning techniques. Skilled in use of hand tools of the trade. Knowledgeable of fire and safety regulations for safeguarding personnel, material and equipment.

EDUCATION AND EXPERIENCE

Must hold a Journeyman License in a HVAC trade; experience may be substituted. Minimum of three years practical experience in the installation , rehabilitation, maintenance and repairing of heating, ventilation and air conditioning systems.

HVAC HELPER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine repairs, maintenance, installation and alteration on refrigeration, air conditioning and ventilating equipment, high pressure steam and hot water systems. Diagnoses problems, and performs such maintenance as checking for and repairing leaks, recharging systems, replacing and adjusting belts, adjusting pulleys, pressure controls, etc. Diagnoses, adjusts and repairs controls and/or control systems consisting of electric, electronic, pneumatic and pneumatic electric.

Performs work on low and high pressure steam boilers, hot water boilers, warm air furnaces and hot water heaters, combustion chambers, flues, fire boxes, and smoke stacks and oil burners, hot water tanks, hot air fans, radiators and sump pumps. Removes and replaces sections of boilers, tubes and grate assemblies. Inspects and adjusts electrical controls attached to heating equipment such as pressure controls, thermostats, stack relays and photocell bulbs and scanners. Removes defective electric motors and controls from heating systems, makes minor repairs, and installs motors into heating system. Removes and rebuilds combustion chambers of heating equipment with fire brick and plastic. Uses CO2 tester to determine it's content.

Assists HVAC technician by performing specific or general duties as directed.

SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings used in construction and maintenance. Must possess an understanding of the fundamentals of refrigeration and the methods used to join and assemble different kinds of pipe joints. Familiarity with major codes and standards and the concepts involved therein. Familiarity with installation and maintenance procedures for different types of refrigeration and air conditioning systems. Familiarity with basic servicing of refrigerant controls and air conditioning controls, circuits and instruments. Understand basic ventilation requirements and air distribution and cleaning techniques.

EDUCATION AND EXPERIENCE

At least one year experience in the trade.

PLUMBER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, repairs, maintenance, installation and alteration on piping systems, plumbing fixtures, and associated equipment or components thereof. Piping systems include, but are not limited to, all those designed to conduct the flow of hot and cold water, sewage and industrial

waste, air fuels (gas and liquefied), and other non-toxic and toxic materials encountered in support of the mission.

Plumbing fixtures and equipment include, but are not limited to, all items required in a plumbing system, including kitchen equipment, hot water heaters (gas and electric), manual and automatic valves, fire hydrants, wet and dry fire sprinkler systems, pumps, or other associated equipment as required in support of a facility/mission.

May be required to assist in maintaining parts systems lists, maintenance schedules, assess equipment life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Must be familiar with systems distribution and flow capacities in both potable and sanitary applications. Must be knowledgeable of PVC, copper, galvanized, black pipe and cast iron installations.

Must be thoroughly familiar with standard plumbing codes and practices, capable of accomplishing work in accordance with accepted methods and techniques of the plumbing trade.

Must be able to diagnose problems quickly and accurately and recommend and effect required solutions. Must be knowledgeable in the use of special tools and equipment, such as gas leak and safety equipment, water main tapping equipment, etc.

EDUCATION AND EXPERIENCE

Must hold a Journeyman Plumber license; experience may be substituted. A minimum of three years practical experience in the installation, rehabilitation, maintenance and repair of plumbing systems.

PLUMBER HELPER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine construction, repairs, maintenance, installation and alteration on piping systems, plumbing fixtures, and associated equipment or components thereof. Piping systems include, but are not limited to, all those designed to conduct the flow of hot and cold water, sewage and industrial waste, air fuels (gases and liquefied), and other non-toxic and toxic materials encountered in support of the mission.

Plumbing fixtures and equipment include, but are not limited to, all items required in a plumbing system, including kitchen equipment, hot water heaters (gas and electric),

manual and automatic valves, fire hydrants, wet and dry fire sprinkler systems, pumps, or other associated equipment as required in support of a facility/mission.

Assist plumber by performing specific or general duties as directed.

SKILLS/KNOWLEDGE/ABILITIES

Ability to apply basic concepts when reading drawings, and understand the various components of plumbing systems and methods used to join and assemble different kinds of pipe joints. Familiarity with installation and maintenance procedures for plumbing fixtures, appliances, and other components, and the proper techniques for gas welding and cutting. Ability to select pipe of material appropriate to the task, and identify and order pipe fittings and valves. Must possess a general familiarity with plumbing tools and their use, and be capable of selecting protective clothing\eye protection\etc appropriate to a task. Must be familiar with the concepts involved in a standard plumbing code and standard fuel gas code.

EDUCATION AND EXPERIENCE

At least one year of experience in the trade.

CARPENTER

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine carpentry duties necessary to construct and maintain in good repair buildings and building woodwork and equipment such as bins, cribs, counters, benches, partitions, doors, floors, stairs, casings, and trim made of wood.

May be required to assist in establishing maintenance programs, develop maintenance lists and schedules, assess asset life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Ability to read drawings and apply basic concepts used in construction and maintenance. Ability to identify and select proper hand or power tools for a particular task. Must be familiar with the concepts involved in the construction and repair of wooden structures, roof building and stair building, and interior woodwork and trim. Must be knowledgeable of methods for performing framing tasks and other rough carpentry jobs. Must be knowledgeable of the concepts contained in the major building codes used in the industry.

Must possess an understanding of various types of woods and wood substitute materials and their properties and characteristics.

Must be knowledgeable of the preparatory steps for general maintenance and troubleshooting, and the tools required.

EDUCATION AND EXPERIENCE

Must be graduate of an approved/accredited apprentice program that provided formal instruction in the carpentry trade or have a minimum of three years experience as an apprentice carpenter or have a journeyman carpentry license.

MASON

DUTIES/RESPONSIBILITIES

Performs major, minor, emergency and routine masonry duties necessary to construct and maintain in good repair buildings and building masonry such as reinforced and un-reinforced concrete and brick structures, and masonry finishes.

May be required to assist in developing maintenance lists and schedules, assess asset life and project replacement schedules.

SKILLS/KNOWLEDGE/ABILITIES

Ability to read drawings and apply basic concepts used in construction and maintenance. Ability to identify and select proper hand or power tools for a particular task. Must be familiar with the concepts involved in the construction and repair of masonry structures and finishes. Must be knowledgeable of methods for performing formwork tasks and other rough carpentry jobs. Must be knowledgeable of the concepts contained in the major building codes in the industry.

Must possess an understanding of various types of masonry units, concrete types and substitute materials, and their properties and characteristics.

Must be knowledgeable of the preparatory steps for general maintenance and troubleshooting, and the tools required.

EDUCATION AND EXPERIENCE

Must be a graduate of an approved/accredited apprentice program that provided formal instructions in the masonry trade or have a minimum of three years experience as an apprentice mason.

PAINTER

DUTIES/RESPONSIBILITIES

Paints and redecorates walls, woodwork and fixtures.

SKILLS/KNOWLEDGE/ABILITIES

Knowledge of surface peculiarities and types of paint required for different applications; placing putty or filler in nail holes and interstices; and applying paint with spray gun or brush. May mix colors, oils, white lead and other paint ingredients to obtain proper color consistency.

EDUCATION AND EXPERIENCE

Must have completed a formal apprenticeship program or minimum of 3 years of experience.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other

returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership:

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____
TIN _____

(End of provision)

K.4 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561720.

(2) The small business size standard is \$16.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
--------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is

not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies

available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.225-18 Place of Manufacture (Sept 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States);
or

(2) ☐ Outside the United States.

K.7 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

Name:

Address:

Telephone Number:

K.8 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]

K.9 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Italy.

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K. 10 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

K.11. Section K 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#) .

(c) *Representation*. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

<http://www.statebuy.state.gov/>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

REFERENCE	TITLE	DATE
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB 2012
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS ALT 1	(FEB 2012)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2004
52.236-28	PREPARATION OF PROPOSALS - CONSTRUCTION	OCT 1997

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the American Consulate General – Contracting Office – Via Principe Amedeo 2/10 – 20121 Milan, Italy

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely **ONLY** on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	<u>Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	<u>3</u>
2	Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u> The price proposal shall include a completed Section J, Exhibit 9, " <u>BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.</u> "	<u>3</u>
3	Business Management/Technical Proposal.	<u>3</u>

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 1442).

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

*The total number of copies includes the original as one of the copies.

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF 1442 and all of Section K.

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3 Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;

(10) Percent turnover of contract key technical personnel per year; and

(11) Any terminations (partial or complete) and the reason (convenience or default).

(12) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror must list all chemical cleaning products and non-chemical products that will be used.

L.5 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been schedule for February 11, 2016.

(c) Participants will meet at the American Consulate General – Via Principe Amedeo 2/10 – 20121 Milano, Italy

L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on February 11, 2016 at 3:00 PM at the American Consulate General – Via Principe Amedeo 2/10 – 20121 Milano, Italy. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Consulate discusses the solicitation and written questions are answered, oral questions may be taken.

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Kirby Nelson at (+39) 06.46741. For an American Embassy or Consulate or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(End of Clause)

L.8 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three (3) years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non responsible.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;

(5) Necessary equipment and facilities or the ability to obtain them;
and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.